

LOAN AGREEMENT

Among

**ORION BANK,
as Lender,**

and

**MONROE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY,
as Issuer,**

and

**THE GUIDANCE CLINIC OF THE MIDDLE KEYS, INC.,
as Borrower**

Dated as of July 31, 2003

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LOAN AGREEMENT

THIS LOAN AGREEMENT dated as of July 31, 2003 (this "Agreement") among Orion Bank, a State of Florida banking corporation, as lender (with its successors and assigns, the "Lender"), Monroe County Industrial Development Authority, a public body corporate and politic, a public instrumentality and industrial development authority created and existing under the laws of the State of Florida (the "State"), as issuer (the "Issuer"), and The Guidance Clinic of the Middle Keys, Inc., a not-for-profit corporation duly incorporated and validly existing under the laws of the State of Florida (the "Borrower").

WHEREAS, the Issuer is authorized and empowered under the laws of the State, including the Constitution of the State of Florida and Parts II and III of Chapter 159, Florida Statutes, as amended and supplemented (the "Act"), to issue tax-exempt industrial development revenue bonds and to enter into loan agreements, contracts and other instruments and documents necessary or convenient to obtain loans for the purpose of facilitating the financing of certain projects as described in the Act; and

WHEREAS, in furtherance of the purposes of the Act, the Issuer proposes to refinance the Prior Indebtedness (as hereinafter defined) of the Borrower, the proceeds of which were used to finance a portion of the costs of the acquisition, construction and equipping of the Facilities (as hereinafter defined), pursuant to this Agreement by issuing \$_____ aggregate principal amount of its Monroe County Industrial Development Authority Health Care Facilities Revenue Bond (The Guidance Clinic of the Middle Keys, Inc. Project), Series 2003 (the "Series 2003 Bond") and lending the proceeds thereof to the Borrower; and

WHEREAS, the Borrower proposes to borrow the proceeds of the Bond upon the terms and conditions set forth herein to provide for the refinancing of the Prior Indebtedness and to pay a portion of the costs and expenses incurred in connection with the issuance of the Series 2003 Bond; and

WHEREAS, the Borrower shall make Loan Payments (as hereinafter defined) directly to the Lender as holder of the Series 2003 Bonds and assignee of the Issuer pursuant to the terms set forth in this Agreement; and

WHEREAS, this Agreement and the Series 2003 Bond shall not be deemed to constitute a debt or liability of the State, Monroe County, Florida (the "County"), the Issuer or any political subdivision or agency thereof, or a pledge of the faith and credit or taxing power of the State, the County, the Issuer (which has no taxing power) or any

political subdivision or agency thereof, but shall be a special obligation payable solely from the Loan Payments payable hereunder by the Borrower to the Lender as holder of the Series 2003 Bond and assignee of the Issuer;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises contained in this Agreement, the Lender, the Issuer and the Borrower agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

SECTION 1.01. DEFINITIONS. The following terms used herein will have the meanings indicated below unless the context clearly requires otherwise:

"Accredited Investor" shall mean prospective purchasers of the Series 2003 Bond who qualify as "accredited investors" under any of the following categories at the time of the sale of the Series 2003 Bond to that person or entity: (a) a bank, as defined in Section 3(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"), or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; (b) a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"); (c) an insurance company, as defined in Section 2(13) of the Securities Act; (d) an investment company registered under the Investment Company Act of 1940; (e) an organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership not formed for the specific purpose of acquiring the Series 2003 Bond, with total assets in excess of \$5,000,000; (f) a natural person whose individual net worth, or joint net worth with that person's spouse at the time of his or her purchase exceeds \$1,000,000; (g) a natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and who has a reasonable expectation of reaching the same income level in the current year; and (h) a trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Series 2003 Bond, whose purchase is directed by a sophisticated person as described in 17 C.F.R. §230.506(b)(2)(ii) promulgated under the Securities Act.

"Act" means the Constitution of the State and Parts II and III, Chapter 159, Florida Statutes, as amended from time to time, and other applicable provisions of law.

"Agreement" means this Agreement, including all exhibits hereto, as any of the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Bond Counsel" means the law firm of Nabors, Giblin & Nickerson, P.A., Tampa, Florida.

"Borrower" means The Guidance Clinic of the Middle Keys, Inc., a Florida not-for-profit corporation, and any successor, surviving, resulting or transferee entity.

"Business Day" means a day other than a Saturday or Sunday or a day on which banks are generally open for business in New York, New York.

"Chairman" means the Chairman of the Issuer, or such other person or persons who are authorized to act on his or her behalf.

"Closing Date" means July 31, 2003.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable United States Treasury regulations promulgated thereunder.

"County" means Monroe County, Florida, a political subdivision of the State.

"Default" means an event that, with giving of notice or passage of time or both, would constitute an Event of Default as provided in Article VII hereof.

"Determination of Taxability" means the circumstance of interest paid or payable on the Series 2003 Bond becoming includable for federal income tax purposes in the gross income of the Lender as a consequence of any act, omission or event whatsoever, including but not limited to the matters described in the immediately succeeding sentence, and regardless of whether the same was within or beyond the control of the Borrower or the Issuer. A Determination of Taxability will be deemed to have occurred upon (a) the receipt by the Issuer, the Borrower or the Lender of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency which holds that any interest payable on the Series 2003 Bond is includable in the gross income of the Lender; (b) the issuance of any public or private ruling of the Internal Revenue Service that any interest payable on the Series 2003 Bond is includable in the gross income of the Lender; or (c) receipt by the Issuer, the Borrower or the Bank of an opinion of a Bond Counsel that any interest on the Series 2003 Bond has become includable in the gross income of the Lender for federal income tax purposes. For all purposes of this definition, a Determination of Taxability will be deemed to occur on the date as of which the interest on the Series 2003 Bond is deemed includable in the gross income of the Lender. A Determination of Taxability shall not occur based solely upon the fact that such interest is taken into account in determining adjusted current earnings for the purpose of the alternative minimum income tax imposed on corporations.

"Event of Default" has the meaning assigned to such term in Section 7.01 hereof.

"Facilities" means the mental health and substance abuse treatment center that is owned and operated by the Borrower, including but not limited to, two buildings, one of which is one-story and approximately 15,488 square feet and the other is one-story and approximately 2,880 square feet, the land upon which such center is situated and all improvements thereon and thereto.

"Interest Rate" means the fixed rate per annum equal to 5.125%.

"Issuer" means the Monroe County Industrial Development Authority, a public body corporate and politic, a public instrumentality and industrial development authority created and existing under the laws of the State of Florida, and its successors and assigns.

"Lender" means (a) Orion Bank, a State of Florida banking corporation, acting as lender under this Agreement, (b) any surviving, resulting or transferee corporation of Orion Bank, and (c) except where the context requires otherwise, any assignee(s) of Lender.

"Loan" means the loan of the proceeds of the Series 2003 Bond from the Issuer to the Borrower pursuant to this Agreement.

"Loan Payments" means the payments required to be made by the Borrower for repayment of the Loan pursuant to the provisions of this Agreement and the Series 2003 Bond. As provided in Article II hereof, Loan Payments shall be payable by the Borrower directly to the Lender as holder of the Series 2003 Bonds and assignee of the Issuer. The Schedule for Loan Payments is attached hereto as Schedule 1.

"Mortgage" means the Mortgage and Security Agreement, dated as of July 31, 2003, between the Lender and the Borrower.

"Payment Date" means, with respect to the Series 2003 Bond and the Loan, the first day of each month, commencing on September 1, 2003 and ending on August 1, 2018.

"Prepayment Price" means the amount which the Borrower may from time to time pay or cause to be paid to the Lender as holder of the Series 2003 Bond and assignee of the Issuer in order to prepay the Loan and the Series 2003 Bond, as provided in Section 2.07 hereof, together with accrued interest and all other amounts due hereunder at the time of such prepayment.

"Prior Indebtedness" means, collectively, (i) that certain promissory note, number 1744593-3002, dated March 31, 2003, issued by the Company to the Bank, and (ii) that certain loan from the Osceola County Industrial Development Authority to the Company pursuant to the Loan Agreement and Mortgage dated as of March 15, 1993, between the Company and the Osceola County Industrial Development Authority.

"Secretary" means the ex-officio secretary to the Issuer, or such other person or persons who are authorized to act on his or her behalf.

"Series 2003 Bond" means the Issuer's \$_____ aggregate principal amount of Health Care Facilities Revenue Bond (The Guidance Clinic of the Middle Keys, Inc. Project), Series 2003, in the form attached hereto as Exhibit A.

"State" means the State of Florida.

"Taxable Rate" means the fixed rate per annum equal to ____%.

"Tax Exemption Agreement" means a Tax Exemption Agreement and Certificate of even date herewith executed by the Borrower and/or the Issuer, as the case may be.

"UCC" means the Uniform Commercial Code as adopted and in effect in the State.

SECTION 1.02. RULES OF CONSTRUCTION. (a) The singular form of any word used herein, including the terms defined in Section 1.01 hereof, shall include the plural, and vice versa. The use herein of a word of any gender shall include correlative words of all genders.

(b) Unless otherwise specified, references to Articles, Sections and other subdivisions of this Agreement are to the designated Articles, Sections and other subdivision of this Agreement as originally executed. The words "hereof," "herein," "hereunder" and words of similar import refer to this Agreement as a whole.

(c) The headings or titles of the several articles and sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect of the provisions hereof.

ARTICLE II

REFUNDING OF PRIOR INDEBTEDNESS; TERMS OF THE SERIES 2003 BOND AND THE LOAN

SECTION 2.01. REFUNDING OF PRIOR INDEBTEDNESS. The Borrower is entering into this Agreement to obtain the Loan and receive the proceeds thereof to provide for the current refunding of the Prior Indebtedness and to pay a portion of the costs and expenses related to the issuance of the Series 2003 Bonds and the procurement of the Loan. Proceeds of the Prior Indebtedness were used to finance a portion of the costs of the acquisition, construction and equipping of the Facilities. The Borrower shall bear the risk of loss with respect to any loss or claim relating to any of the Facilities, and neither Lender nor the Issuer shall assume any such liability or risk of loss. The Borrower covenants and agrees to pay or cause to be paid such amounts as may be necessary to pay the Prior Indebtedness in full as of the date hereof to the extent that the proceeds of the Loan are insufficient to cause such complete repayment.

SECTION 2.02. ISSUANCE OF SERIES 2003 BOND; EXECUTION OF SERIES 2003 BOND; LOAN TO THE BORROWER. (a) This Agreement creates an issue of bonds of the Issuer to be designated as "Monroe County Industrial Development Authority Health Care Facilities Revenue Bond (The Guidance Clinic of the Middle Keys, Inc. Project), Series 2003" to be issued in the aggregate principal amount of \$ _____. The Bond is being issued for the purposes of refunding the Prior Indebtedness and paying certain costs and expenses related to the issuance of the Bond and the loan of the proceeds thereof to the Borrower.

The Bond shall be dated as of July 31, 2003, shall be issued as a fully registered Bond, shall be numbered R-1, shall be in the single denomination of \$ _____ and shall bear interest at the Interest Rate (computed on the basis of a 360-day year of 12 equal 30-day months), subject to adjustment as provided in Section ____ hereof, shall be payable on each Payment Date in the principal and interest amounts set forth in Schedule 1 hereto, shall have a final maturity of August 1, 2018, shall be payable to the Lender by check, draft, bank wire transfer or automatic debit of the Issuer; provided, however, the Issuer's obligations to make such payments to the Lender are limited solely to the amounts received by or on account of the Issuer from the Borrower with respect to the Loan, as provided in Section ____ hereof. All payments of principal of or Prepayment Price, if applicable, and interest on the Bond shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. The Series 2003 Bond shall be executed in

the name of the Issuer with the manual signature of the Chairman and shall be attested with the manual signature of the Secretary.

(b) The Issuer hereby agrees, subject to the terms and conditions of this Agreement, to issue the Series 2003 Bond and to lend all of the proceeds thereof to the Borrower. The Borrower hereby agrees to apply such proceeds to the refunding of the Prior Indebtedness as of the date hereof and pay a portion of the costs and expenses related to the issuance of the Bond and the incurrence of the Loan, all in accordance with the terms of this Agreement and the Tax Exemption Agreement; provided, however, the Borrower agrees not to apply more than 2% of the proceeds of the Loan (\$_____) to pay for "issuance costs" (as defined in Treasury Regulations Section 1.150-1(b)).

The Loan shall be dated as of July 31, 2003, shall be in the aggregate principal amount of \$_____ and shall bear interest at the Interest Rate (computed on the basis of a 360-day year of 12 equal 30-day months), subject to adjustment as provided in Section ___ hereof, shall be payable on each Payment Date in the principal and interest amounts set forth in Schedule 1 hereto, shall have a final maturity of August 1, 2018, shall be payable to the Issuer by check, draft, bank wire transfer or automatic debit of the Borrower; provided, however, pursuant to Section __ hereof, the Issuer has assigned its rights to receive such payments to the Lender, and, accordingly, the Borrower shall make all such payments directly to the Lender. All payments of principal of or Prepayment Price, if applicable, and interest on the Bond shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(c) The Lender agrees to purchase the Bond from the Issuer and the Issuer agrees to sell the Bond to the Lender for a purchase price equal to 100% of the principal amount of the Bond (\$_____). The Lender represents that its purchase of the Series 2003 Bond is (a) for the Lender's own account, (b) not being undertaken with a view for distribution to the public, and (c) based upon the Lender's own investigation into matters relating to the business affairs or conditions of the Borrower (and not the Issuer) and the Facilities. The Lender represents that it is an Accredited Investor.

SECTION 2.03. ADJUSTMENTS TO INTEREST RATE. (a) In the event of a Determination of Taxability, the Interest Rate on the Series 2003 Bond and the Loan shall be changed to the Taxable Rate effective retroactively to the date on which such Determination of Taxability was made. Immediately upon a Determination of Taxability, the Borrower agrees to pay to the Lender (as holder of the Series 2003 Bond and assignee of the Issuer) the

Additional Amount. "Additional Amount" means (i) the difference between (A) interest on the Series 2003 Bond for the period commencing on the date on which the interest on the Series 2003 Bond (or portion thereof) loses its tax-exempt status and ending on the earlier of the date the Series 2003 Bond ceased to be outstanding or such adjustment is no longer applicable to the Series 2003 Bond (the "Taxable Period") at a rate per annum equal to the Taxable Rate, and (B) the aggregate amount of interest that was originally payable on the Series 2003 Bond for the Taxable Period under the original provisions of the Series 2003 Bond plus (ii) any penalties and interest paid or payable by the Lender to the Internal Revenue Service by reason of such Determination of Taxability.

(b) The Lender shall promptly notify the City in writing of any adjustments pursuant to this Section 2.03. The Lender shall certify to the Borrower in writing the Additional Amount, if any, due to the Lender as a result of an adjustment pursuant to this Section 2.03. Notwithstanding any provision of this Section 2.03 to the contrary, in no event shall the Interest Rate on the Series 2003 Bond or the Loan exceed the maximum rate permitted by law.

(c) The provisions set forth in this Section 2.03 shall survive payment of the Series 2003 Bond and the Loan until such time as the federal statute of limitations under which the interest on the Series 2003 Bond and the Loan could be declared taxable under the Code shall have expired.

SECTION 2.04. SECURITY AND SOURCE OF PAYMENTS; ASSIGNMENT. (a) The principal of and interest on the Series 2003 Bond shall be payable solely out of the moneys received by or on account of the Issuer from the Borrower pursuant to this Agreement and the Mortgage. The Issuer shall not be obligated to make any payments on the Series 2003 Bond except from moneys received by or on account of the Issuer from the Borrower pursuant to this Agreement and the Mortgage.

(b) As security for payment of the principal of and interest on the Series 2003 Bond, the Issuer hereby assigns to the Lender all of the Issuer's rights hereunder (except as to indemnification rights and notice rights), including but not limited to the Issuer's right to receive Loan Payments from the Borrower hereunder and the Issuer irrevocably constitutes and appoints the Lender and any present or future officer or agent of the Lender as its lawful attorney, with full power of substitution and resubstitution, and in the name of the Issuer or otherwise, to collect the Loan Payments and any other payments due hereunder and under the Series 2003 Bond and to sue in any court for such Loan Payments or other payments and to withdraw or settle any claims, suits or proceedings pertaining to or arising out of this Agreement upon any

terms. Accordingly, the Borrower shall pay directly to the Lender, as holder of the Series 2003 Bonds and assignee of the Issuer, all Loan Payments when due. The obligations of the Borrower hereunder and under the Bond shall be secured by the Mortgage which shall be given by the Borrower to the Lender.

(c) No provision, covenant or agreement contained in this Agreement or in the Series 2003 Bond or any obligation imposed on the Issuer herein or in the Series 2003 Bond, or the breach thereof, shall constitute or give rise to or impose upon the Issuer or the County a pecuniary liability, a charge upon its general credit or taxing powers or a pledge of its general revenues. The Series 2003 Bond shall not be or constitute a general obligation or indebtedness of the Issuer or the County as "bonds" within the meaning of any constitutional or statutory provision, but shall be special obligations of the Issuer, payable solely from moneys received by or on account of the Issuer from the Borrower pursuant to this Agreement or the Mortgage. Neither the Lender nor any subsequent holder of the Series 2003 Bond shall ever have the right to compel the exercise of any ad valorem taxing power to pay such Series 2003 Bond, or be entitled to payment of such Bond from any moneys of the Issuer, except from the Loan Payments made by the Borrower.

SECTION 2.05. NO PERSONAL LIABILITY OF THE ISSUER. No representation, statement, covenant, warranty, stipulation, obligation or agreement herein contained, or contained in the Series 2003 Bond, or any certificate or other instrument to be executed on behalf of the Issuer in connection with the issuance of the Series 2003 Bond, shall be deemed to be a representation, statement, covenant, warranty, stipulation, obligation or agreement of any elected official, officer, employee or agent of the Issuer or the County in his or her individual capacity, and none of the foregoing persons nor any elected or appointed official of the Issuer executing the Series 2003 Bond, the Loan Agreement or any certificate or other instrument to be executed in connection with the issuance of the Series 2003 Bond shall be liable personally thereon or be subject to any personal liability of or accountability by reason of the execution or delivery thereof.

SECTION 2.06 LOAN PAYMENTS TO BE UNCONDITIONAL. The obligations of the Borrower to make the Loan Payments required under this Article II and to make other payments hereunder and to perform and observe the covenants and agreements contained herein shall be absolute and unconditional in all events, without abatement, diminution, deduction, setoff or defense for any reason, including (without limitation) any accident, condemnation, destruction or unforeseen circumstances. Notwithstanding any dispute between the Borrower and any of the Issuer, the Lender or any other person, the Borrower shall make all Loan Payments when due and shall not withhold any Loan Payments pending final resolution of such dispute, nor shall the

Borrower assert any right of set-off or counterclaim against its obligation to make such payments required under this Agreement.

SECTION 2.07 OPTIONAL PREPAYMENT. (a) The Borrower may prepay the Loan, in whole or in part, at any time or from time to time, by paying to the Lender (as holder of the Series 2003 Bonds and assignee of the Issuer) all or part of the principal amount of the Loan to be prepaid, together with the unpaid interest accrued on the amount of principal so prepaid to the date of such prepayment, without premium or penalty. Each prepayment of the Loan shall be made on such date and in such principal amount as shall be specified by the Borrower in a written notice delivered to the Lender not less than ten (10) days prior thereto specifying the principal amount of the Loan to be prepaid and the date of such prepayment. Notice having been given as aforesaid, the principal amount of the Loan stated in such notice or the whole thereof, as the case may be, shall become due and payable on the prepayment date stated in such notice, together with interest accrued and unpaid to the prepayment date on the principal amount then being paid, without premium or penalty. If on the prepayment date moneys for the payment of the Loan or portion thereof to be prepaid, together with interest to the prepayment date on such amount, shall have been paid to the Lender as above provided and if notice of prepayment shall have been given to the Lender as above provided, then from and after the prepayment date interest on such Loan or portion thereof shall cease to accrue and the principal amount paid shall be deemed cancelled and no longer outstanding hereunder. If said moneys shall not have been so paid on the prepayment date, such principal amount of such Loan or portion thereof shall continue to bear interest until payment thereof at the rate or rates provided for in this Agreement.

(b) In the event of a partial prepayment of the Loan pursuant to this Section 2.07, the amount so prepaid shall be applied on a ratable basis to the then remaining principal installments as set forth in the Payment Schedule set forth in Schedule I attached hereto. Upon such a partial prepayment, the Lender shall provide the Borrower with a revised Payment Schedule.

(c) In the event the Loan or any portion thereof is prepaid as provided in this Section 2.07, the Series 2003 Bond shall automatically be deemed to be prepaid in an identical manner without any required action by the Issuer or the Borrower.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE ISSUER

The Issuer represents, warrants and covenants for the benefit of the Lender and the Borrower, as follows: ,

(a) The Issuer is a public body corporate and politic, a public instrumentality and industrial development authority created and existing under the laws of the State.

(b) The Issuer is authorized under the Act to issue the Series 2003 Bond and to enter into this Agreement and the transactions contemplated hereby and to perform all of its obligations hereunder.

(c) The Issuer has duly authorized the issuance of the Series 2003 Bond and the execution and delivery of this Agreement and the Tax Exemption Agreement under the terms and provisions of the resolution of its governing body or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met and procedures have occurred in order to ensure the enforceability of the Series 2003 Bond and this Agreement against the Issuer. The Issuer has taken all necessary action and has complied with all provisions of the Act, including but not limited to the making of the findings required by the Act, required to make the Series 2003 Bond and this Agreement the valid and binding obligation of the Issuer.

(d) The Series 2003 Bond and, assuming the due authorization and execution of this Agreement by the Lender and the Borrower, this Agreement are legal, valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, except to the extent limited by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

(e) The Issuer has assigned to Lender all of the Issuer's rights in this Agreement (except any indemnification rights pursuant to Section ____ hereof and the right to receive notice pursuant to Section ____ hereof); the Issuer will not pledge, mortgage or assign this Agreement or its duties and obligations hereunder to any person, firm or corporation, except as provided under the terms hereof.

(f) None of the issuance of the Series 2003 Bond or the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby or the fulfillment of or compliance with the terms and conditions of the Series 2003 Bond or

this Agreement violates any law, rule, regulation or order, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Issuer is now a party or by which it is bound or constitutes a default under any of the foregoing or results in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer under the terms of any instrument or agreement.

(g) There is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of the Issuer's knowledge, threatened against or affecting the Issuer, challenging the Issuer's authority to issue the Series 2003 Bond or to enter into this Agreement or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of the Series 2003 Bond or this Agreement or any other transaction of the Issuer which is similar hereto, or the exclusion of interest from gross income for federal tax purposes under the Code, or would materially and adversely affect any of the transactions contemplated by this Agreement.

ARTICLE IV

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE BORROWER

The Borrower represents, warrants and covenants for the benefit of Lender and the Issuer, as follows:

(a) The Borrower is a State of Florida not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Florida, has power to enter into this Agreement and by proper corporate action has duly authorized the execution and delivery of this Agreement and the Tax Exemption Agreement. The Borrower is in good standing and is duly licensed or qualified to transact business in the State and in all jurisdictions where the character of the property owned or leased or the nature of the business transacted by it makes such licensing or qualification necessary.

(b) The Borrower has been fully authorized to execute and deliver this Agreement and the Tax Exemption Agreement and to perform the transactions contemplated thereby under the terms and provisions of the resolution of its board of directors, or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement and the Tax Exemption Agreement and this Agreement and the Tax Exemption Agreement have been duly authorized, executed and delivered.

(c) The officer(s) of the Borrower executing this Agreement and the Tax Exemption Agreement and any related documents has been duly authorized to execute and deliver this Agreement and the Tax Exemption Agreement and such related documents under the terms and provisions of a resolution of the Borrower's board of directors.

(d) This Agreement and the Tax Exemption Agreement constitute valid and legally binding obligations of the Borrower, enforceable against the Borrower in accordance with their respective terms, except to the extent limited by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

(e) The execution and delivery of this Agreement and the Tax Exemption Agreement, the consummation of the transactions contemplated hereby and the

fulfillment of the terms and conditions hereof do not and will not violate any law, rule, regulation or order, conflict with or result in a breach of any of the terms or conditions of the articles of incorporation or bylaws of the Borrower or of any corporate restriction or of any agreement or instrument to which the Borrower is now a party and do not and will not constitute a default under any of the foregoing or result in the creation or imposition of any liens, charges or encumbrances of any nature upon any of the property or assets of the Borrower contrary to the terms of any instrument or agreement.

(f) The authorization, execution, delivery and performance of this Agreement by the Borrower do not require submission to, approval of, or other action by any governmental authority or agency, which action with respect to this Agreement has not been taken and which is final and nonappealable.

(g) There is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of the Borrower's knowledge, threatened against or affecting the Borrower, challenging the Borrower's authority to refinance the Prior Indebtedness, enter into this Agreement or the Tax Exemption Agreement or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of this Agreement or the Tax Exemption Agreement or any other transaction of the Borrower which is similar hereto, or the exclusion of the Interest from gross income for federal tax purposes under the Code, or would materially and adversely affect any of the transactions contemplated by this Agreement.

(h) The Borrower, to the best of its knowledge, information and belief, is in compliance with applicable zoning, land use, environmental or similar law or restriction (collectively, "Environmental Laws"), provided that the Borrower is subject to certain requirements set forth in consent orders settling past environmental compliance matters. The Borrower has made and filed reports or filings with the Environmental Protection Agency and/or any other applicable state or local agencies that are required of it pursuant to the Environmental Laws and any other laws, regulations, ordinances, etc. governing companies that are active in the business of the the Borrower.

(i) The Facilities are of the type authorized and permitted to be financed or refinanced with the proceeds of the Series 2003 Bond pursuant to the Act and is a "health care facility" within the meaning of the Act.

(j) The Borrower has been designated as a tax-exempt organization under Section 501(c)(3) of the Code.

(k) The Borrower will not take any action that would cause interest on the Series 2003 Bond to become includable in gross income of the holder thereof for federal income tax purposes under the Code, and the Borrower will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that such interest does not become includable in gross income of the recipient for federal income tax purposes under the Code (including, without limitation, the calculation and payment of any rebate required to preserve such exclusion).

(l) The Borrower has heretofore furnished to the Lender its audited financial statements for its fiscal years ended _____, 2000, 2001 and 2002, and those statements fairly present the financial condition of the Borrower on the dates thereof and the results of its operations and cash flows for the periods then ended. Since the date of the most recent financial statements, there has been no material adverse change in the business, properties or condition (financial or otherwise) of the Borrower.

(m) The Borrower has paid or caused to be paid to the proper authorities when due all federal, state and local taxes required to be withheld by it. The Borrower has filed all federal, state and local tax returns which are required to be filed, and the Borrower has paid or caused to be paid to the respective taxing authorities all taxes as shown on said returns or on any assessment received by it to the extent such taxes have become due.

(n) All financial and other information provided to the Lender or the Issuer by or on behalf of the Borrower in connection with the Borrower's request for the Loan contemplated hereby is true and correct in all material respects.

(o) The Borrower will aid and assist the Issuer in connection with preparing and submitting to the Internal Revenue Service a Form 8038 (or other applicable information reporting statement) at the time and in the form required by the Code.

(p) The Borrower will comply fully at all times with the Tax Exemption Agreement, and the Borrower will not take any action, or omit to take any action, which, if taken or omitted, respectively, would violate the Tax Exemption Agreement, and the representations and warranties in the Tax Exemption Agreement are true and correct.